

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN RE ZILLOW GROUP, INC.
SHAREHOLDER DERIVATIVE
LITIGATION

CASE NO. C17-1568-JCC

ORDER

This matter comes before the Court on the parties' stipulated protective order (Dkt. No. 67). The Court ENTERS the following:

1. PURPOSES AND LIMITATIONS

a. Disclosure and discovery activity in the above-captioned lawsuit (the "Litigation") may involve production of confidential information under Fed. R. Civ. P. 26(c)(1)(G). Accordingly, the parties stipulate to and jointly request that the Court enter the following Stipulated Protective Order (the "Protective Order") governing the handling of documents, deposition testimony, deposition exhibits, interrogatory responses, responses to requests for admission, responses to requests for production, and other written, recorded, graphic, or electronic matter or information produced, filed with, or submitted to the Court or given or exchanged by and among the parties (collectively, "Discovery Material") including Discovery

1 Material produced by non-parties to the Litigation. The parties acknowledge that this agreement
2 is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses
3 to discovery, the protection it affords from public disclosure and use extends only to the limited
4 information or items that are entitled to confidential treatment under the applicable legal principles,
5 and it does not presumptively entitle parties to file confidential information under seal.

6 b. All Discovery Material received by any party, including Discovery Material
7 designated as “Confidential” (“Confidential Discovery Material”) or “Highly Confidential”
8 (“Highly Confidential Discovery Material”), or information summarizing, referencing, or
9 incorporating Confidential Discovery Material and/or Highly Confidential Discovery Material,
10 must be used solely for purposes of the Litigation, including any appeal or retrial, and must not be
11 used for any business, commercial, or other purpose, or for other litigation.

12 c. When used in this Protective Order, the word “document” has the same
13 meaning as in Rule 34 of the Federal Rules of Civil Procedure, and includes, without limitation,
14 all original written, recorded, electronic, or graphic materials, and all copies, duplicates, or
15 abstracts of these materials, including, but not limited to, notes on these materials.

16 d. In this Protective Order, a person or entity that produces or discloses
17 Discovery Material in the Litigation is referred to as the “Producing Party,” the recipient of any
18 Discovery Material in the Litigation is referred to as the “Receiving Party,” and a person or entity
19 that did not produce or disclose the Discovery Material at issue but designates that Discovery
20 Material as “Confidential Discovery Material” or “Highly Confidential Discovery Material” is
21 referred to as a “Designating Party”.

22 e. This Protective Order does not address the use of Protected Material (as
23 defined herein) at trial. The parties agree to meet and confer regarding the use of Protected
24 Material at trial and to raise the issue with the Court at an appropriate time.

25 f. Entering into this stipulated Protective Order and producing, designating,
26 or receiving Protected Material or otherwise complying with the Protective Order does not:

1. Operate as an admission by any party that any particular materials designated as “Confidential” or “Highly Confidential” contain or reflect trade secrets or any other type of Protected Material;
2. Prejudice in any way the rights of parties to object to the production of documents they consider not properly subject to discovery, or operate as an admission by any party that the restrictions and procedures in this Protective Order constitute adequate protection for any particular information deemed by any party to be Protected Material;
3. Prejudice in any way the rights of any party to object on confidentiality, relevancy, or any other grounds to the production of any Discovery Material;
4. Prejudice in any way the rights of a party to obtain a determination by the Court whether any Discovery Material is, should, or should not continue to be subject to this Protective Order;
5. Prejudice in any way the rights of a party to petition the Court for a further protective order relating to any Discovery Material; or
6. Prevent the parties, subject to Court approval from agreeing to alter or waive the provisions of this Protective Order with respect to any particular Discovery Material.

g. Subject to the Receiving Party’s right to object or raise arguments regarding waiver, this Protective Order has no effect upon, and does not apply to, each party’s use of its own Protected Material (as defined below) for any purpose.

2. PROTECTED MATERIAL – “CONFIDENTIAL” AND “HIGHLY CONFIDENTIAL”

a. “Protected Material” includes both “Confidential Discovery Material” and “Highly Confidential Discovery Material.”

1 b. “Confidential Material” includes the following Discovery Material
2 containing:

- 3 1. Personally identifying information of the Producing Party, the
4 Designating Party, or the Producing Party’s employees or customers or
5 the Designating Party’s employees or customers;
- 6 2. Data regarding compensation earned by or paid to employees;
- 7 3. Data reflecting sales of products and services;
- 8 4. Customer account information, such as names, telephone numbers,
9 contracts, account numbers, or balances;
- 10 5. Information about the Producing Party’s or the Designating Party’s
11 computer information systems (including but not limited to systems and
12 applications used in managing commission and compensation
13 functions), general hardware and software specifications, and related
14 instructions and training information;
- 15 6. Employee trainings, internal policies, and evaluation materials;
- 16 7. Employee personnel files;
- 17 8. The financial books and records of the Producing Party or the
18 Designating Party and information pertaining to those financial books
19 and records;
- 20 9. Information about the revenues, costs, expenses, profits and losses of
21 the Producing Party or the Designating Party;
- 22 10. Information about the Producing Party’s or the Designating Party’s
23 short- and long-term business plans;
- 24 11. Confidential information that the Producing Party or the Designating
25 Party has regarding its customers, competitors, suppliers, vendors, and
26 subcontractors;

1 12. Information discussing, mentioning, or referring to the Producing
2 Party's or the Designating Party's product development, design, or
3 specifications;

4 13. Any information that the Producing Party or Designating Party is
5 obligated by contract or state or federal law or regulation to keep
6 confidential;

7 14. Any other information the Producing Party's or the Designating Party's
8 business competitors could use to obtain a business or legal advantage
9 over the Producing Party or the Designating Party;

10 15. Tax, accounting, or financial information and materials that are valuable
11 and generally not known to the Producing Party's or the Designating
12 Party's competitors.

13 c. "Highly Confidential Material" shall mean all Discovery Material, and all
14 information contained therein, the disclosure of which to another party or non-party, in the view
15 of the Producing Party or the Designating Party, would create a substantial risk of serious harm
16 that could not be avoided by less restrictive means.

17 d. By designating materials as "Highly Confidential," the Producing Party or
18 the Designating Party (whichever had designated the Discovery Material at issue as Confidential
19 Discovery Material or Highly Confidential Discovery Material) and their respective counsel
20 represent that they have a good faith belief that the materials so designated are not only
21 Confidential Discovery Material but also contain extremely sensitive and confidential proprietary
22 commercial or personal information, including, without limitations, pricing and contract
23 information, trade secret, and/or competitively sensitive commercial information relating to a party
24 or third parties that could be used to the direct and material detriment of the Producing Party, the
25 Designating Party, or any third party not involved in this Litigation.

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1 3. DESIGNATING PROTECTED MATERIAL

2 a. Exercise of Restraint and Care in Designating Material for Protection. Each
3 party or non-party that designates information or items for protection under this Protective Order
4 must take care to limit any such designation to specific material that qualifies under the appropriate
5 standards. The Producing Party or the Designating Party (whichever had designated the Discovery
6 Material at issue as Confidential Discovery Material or Highly Confidential Discovery Material)
7 must designate for protection only those parts of the material, documents, items, or oral or written
8 communications that qualify, so that other portions of the material, documents, items, or
9 communications for which protection is not warranted are not swept unjustifiably within the ambit
10 of this Protective Order. Mass, indiscriminate, or routinized designations are prohibited.
11 Designations that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber or delay the case development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Producing Party or the
14 Designating Party (whichever had designated the Discovery Material at issue as Confidential
15 Discovery Material or Highly Confidential Discovery Material) to sanctions. If it comes to a
16 Producing Party's attention or the Designating Party's attention that information or items that it
17 designated for protection do not qualify for protection, the party that designated the Discovery
18 Material as Confidential Discovery Material or Highly Confidential Discovery Material must
19 promptly notify all other parties that it is withdrawing the mistaken designation.

20 b. Manner and Timing of Designations. The designation of Discovery
21 Material as "Confidential" or "Highly Confidential" for purposes of this Protective Order must be
22 made in the following manner by the Producing Party:

- 23 1. In the case of paper documents, interrogatory answers, responses to
24 requests for admission, and the information contained therein,
25 designation must be made by marking or stamping each page as
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL", as appropriate,

1 prior to its production or disclosure to the Receiving Party. If only a
2 portion or portions of the material on a page qualify for protection, the
3 Producing Party must also clearly identify the protected portion(s) using
4 appropriate markings.

5 2. In the case of electronically stored information (“ESI”), the Producing
6 Party must affix the legend “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL”, as appropriate, using means sufficient to ensure
8 that every page of such document, when printed, contains the
9 appropriate mark or stamp. If designation through affixation of the
10 legend “Confidential” or “Highly Confidential” is impractical, the
11 Producing Party shall designate in writing at the time of production that
12 the information or Discovery Material being produced constitutes
13 Confidential Material or Highly Confidential Material. In the case of
14 any Discovery Material that is in the form of an audio or video recording
15 (whether analog or digital) that cannot be designated “Confidential” or
16 “Highly Confidential” in the manner set forth above, or Discovery
17 Material that is too voluminous to mark “Confidential” or “Highly
18 Confidential” in a practicable and cost-efficient manner, it shall be
19 sufficient for the Producing Party to clearly mark the CD-ROM, DVD,
20 or other electronic storage medium containing such electronic data or
21 documents with the appropriate designation.

22 3. All depositions shall be presumptively treated as Confidential Material
23 and subject to this Protective Order during the deposition and for a
24 period of thirty (30) calendar days after the day that said deposition
25 takes place, unless otherwise specified in writing or on the record of the
26 deposition by the Producing Party with no objection from any other

1 party. At or before the end of such thirty (30) day period, the deposition,
2 or pages of the transcript thereof, shall be classified appropriately. The
3 Producing Party must provide each court reporter participating in the
4 deposition with a copy of this Protective Order, and the court reporter
5 must adhere to its provisions. Each court reporter must mark
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” on the face of
7 the transcript at the beginning and end of any portions thereof so
8 designated by the Producing Party, as appropriate.

- 9 4. Any party may designate Discovery Material produced by another party
10 in the Litigation as “Confidential” or “Highly Confidential” by
11 notifying the Producing Party to affix the designations set forth in this
12 Section 3(b)(1)-(2).

13 c. A Producing Party or any other party’s inadvertent failure to designate
14 Discovery Material as “Confidential” or “Highly Confidential” does not, in and of itself, constitute
15 a waiver of confidentiality and may be corrected by supplemental written notice to the Receiving
16 Party promptly upon the Producing Party’s or the Designating Party’s discovery of the inadvertent
17 failure to designate, with the effect that the Discovery Material will then be subject to the
18 protections of this Protective Order. The delay in so designating a document shall not, in and of
19 itself, be deemed to have effected a waiver of any of the protections of this Protective Order, and
20 parties will make reasonable efforts (i) to ensure that any paper or electronic documents
21 summarizing, referencing, or incorporating any of the Discovery Material that are retained by the
22 Receiving Party are treated as if the Discovery Material had originally been designated
23 “Confidential” or “Highly Confidential” and (ii) to ensure that the Discovery Material is not
24 further disclosed except in accordance with this Protective Order.

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1 4. ACCESS TO AND USE OF “CONFIDENTIAL” AND “HIGHLY
2 CONFIDENTIAL” MATERIAL

3 a. Basic Principles. The Receiving Party may use Protected Material that is
4 disclosed or produced by another party or non-party in this Litigation only for prosecuting,
5 defending, or attempting to settle this Litigation. Protected Material may be disclosed only to the
6 categories of persons and under the conditions described in this Protective Order. Protected
7 Material must be stored and maintained by the Receiving Party at a location and in a secure manner
8 that ensures that access is limited to the persons authorized under this Protective Order.

9 b. Disclosure of Confidential Discovery Material. Except with the prior
10 written consent of the Producing Party or the Designating Party (whichever had designated the
11 Discovery Material at issue as Confidential Discovery Material or Highly Confidential Discovery
12 Material) or by Order of the Court, Confidential Discovery Material shall not be furnished, shown,
13 or disclosed to any person or entity except to:

- 14 1. The Receiving Party’s counsel of record in this Litigation, as well as
15 employees of counsel to whom it is reasonably necessary to disclose the
16 information for this Litigation, as well as the Receiving Party’s client in this
17 Litigation;
- 18 2. The officers, directors, and employees (including in-house counsel) of the
19 Receiving Party to whom disclosure is reasonably necessary for this
20 Litigation;
- 21 3. Experts and consultants to whom disclosure is reasonably necessary for this
22 Litigation and who have signed the “Acknowledgment and Agreement to
23 Be Bound” (Exhibit A);
- 24 4. The Court, court personnel, and court reporters and their staff;
- 25 5. Copy or imaging services retained by counsel to assist in the duplication of
26 confidential material, provided that counsel for the party retaining the copy

1 or imaging service instructs the service not to disclose any confidential
2 material to third parties and to immediately return all originals and copies
3 of any confidential material;

4 6. Witnesses designated by a party in the Litigation to whom disclosure is
5 reasonably necessary **for purposes of their deposition only** and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
7 unless otherwise agreed by the Producing Party or the Designating Party
8 (whichever had designated the Discovery Material at issue as Confidential
9 Discovery Material or Highly Confidential Discovery Material) or ordered
10 by the court. Pages of transcribed deposition testimony or exhibits to
11 depositions that reveal confidential material must be separately bound by
12 the court reporter and may not be disclosed to anyone except as permitted
13 under this Protective Order;

14 7. The author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the
16 information.

17 c. Disclosure of Highly Confidential Discovery Material. Except with the
18 prior written consent of the Producing Party or the Designating Party (whichever had designated
19 the Discovery Material at issue as Confidential Discovery Material or Highly Confidential
20 Discovery Material) or by Order of the Court, Highly Confidential Discovery Material shall not
21 be furnished, shown, or disclosed to any person or entity except to:

22 1. The Receiving Party’s counsel of record in this Litigation, as well as
23 employees of counsel to whom it is reasonably necessary to disclose the
24 information for this Litigation, with the understanding that all such
25 employees are bound by the terms of this Order with respect to such
26 Highly Confidential Material. For the avoidance of doubt, the

1 Receiving Party's counsel of record shall not furnish, show, or disclose
2 Highly Confidential Discovery Material to the Receiving Party's
3 client(s) without the prior written consent of the Producing Party or the
4 Designating Party (whichever had designated the Discovery Material at
5 issue as Confidential Discovery Material or Highly Confidential
6 Discovery Material) or by Order of the Court, or unless otherwise
7 permitted by Section 4(c);

- 8 2. For a corporate party, in-house counsel of the Receiving Party to whom
9 disclosure is reasonably necessary for this Litigation, with the
10 understanding that such in-house counsel is bound by the terms of this
11 Protective Order with respect to such Highly Confidential Material;
- 12 3. Experts and consultants to whom disclosure is reasonably necessary for
13 this Litigation and who have signed "Acknowledgment and Agreement
14 to Be Bound" (Exhibit A);
- 15 4. The Court, court personnel, and court reporters and their staff;
- 16 5. Copy or imaging services retained by counsel to assist in the duplication
17 of Highly Confidential Material, provided that counsel for the party
18 retaining the copy or imaging service instructs the service not to disclose
19 any Highly Confidential Material to third parties and to immediately
20 return all originals and copies of any Highly Confidential Material;
- 21 6. Witnesses designated by a party in the Litigation to whom disclosure is
22 reasonably necessary **for purposes of their deposition only** and who
23 has signed "Acknowledgment and Agreement to Be Bound" (Exhibit
24 A), unless otherwise agreed to by the Producing Party or the
25 Designating Party (whichever had designated the Discovery Material at
26 issue as Confidential Discovery Material or Highly Confidential

1 Discovery Material) or ordered by the Court. Pages of transcribed
2 deposition testimony or exhibitions to depositions that reveal Highly
3 Confidential Material must be separately bound by the court reporter
4 and may not be disclosed to anyone except as permitted under this
5 Order;

6 7. The author or recipient of a document containing the information or a
7 custodian who possessed or knew the information.

8 d. Any persons receiving Protected Material must not reveal that information
9 (including its contents, or any portion or summary of it) or discuss the information (including its
10 contents, or any portion or summary of it) with any person who is not entitled to receive the
11 information under this Protective Order. Any person receiving Protected Material must maintain
12 that material in a reasonably secure manner so that it is not further disclosed or used in any manner
13 inconsistent with this Protective Order.

14 e. Filing Protected Material. Before filing Protected Material or discussing or
15 referencing such material in court filings, the filing party shall confer with the Producing Party or
16 the Designating Party (whichever had designated the Discovery Material at issue as Confidential
17 Discovery Material or Highly Confidential Discovery Material) to determine whether the
18 Producing Party or the Designating Party (whichever had designated the Discovery Material at
19 issue as Confidential Discovery Material or Highly Confidential Discovery Material) will remove
20 the designation, whether the document can be redacted, or whether a motion to seal or stipulation
21 and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that must be
22 followed and the standards that will be applied when a party seeks permission from the Court to
23 file material under seal.

24 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 a. Timing of Challenges. Any party or non-party may challenge a designation
26 of confidentiality at any time. Unless a prompt challenge to a Producing Party's or Designating

1 Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
2 unnecessary economic burdens, or a significant disruption or delay of the Litigation, a party does
3 not waive its right to challenge a confidentiality designation by electing not to mount a challenge
4 promptly after the original designation is disclosed.

5 b. Meet and Confer. The parties must make every attempt to resolve any
6 dispute regarding confidential designations without court involvement. Any motion regarding
7 confidential designations or for a protective order must include a certification, in the motion or in
8 a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference
9 with other affected parties in an effort to resolve the dispute without court action. The certification
10 must list the date, manner, and participants to the conference. A good faith effort to confer requires
11 a telephone conference.

12 c. Judicial Intervention. If the parties cannot resolve a challenge without court
13 intervention, the Producing Party or the Designating Party (whichever had designated the
14 Discovery Material at issue as Confidential Discovery Material or Highly Confidential Discovery
15 Material) may file and serve a motion to retain confidentiality under Local Civil Rule 7 (and in
16 compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such
17 motion shall be on the Producing Party or the Designating Party (whichever had designated the
18 Discovery Material at issue as Confidential Discovery Material or Highly Confidential Discovery
19 Material). Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
20 unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions.
21 All parties shall continue to maintain the material in question as protected until the Court rules on
22 the challenge.

23 6. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 a. The inadvertent production of any Discovery Material in this Litigation will
26 be without prejudice to any claim that the material is privileged or protected from disclosure under

1 the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege
2 or protection (“Privileged Material”), and the protections under this Paragraph shall be interpreted
3 to provide the maximum protection allowed by Federal Rule of Evidence 502(d).

- 4 1. If a Producing Party or any other party believes that Privileged Material
5 was inadvertently produced, that party may notify any party that
6 received the Privileged Material of the claim of privilege and the basis
7 for the material being privileged. After receipt of this written notice
8 from the party making the claim of privilege, the Receiving Party must
9 promptly return or take commercially reasonable efforts to sequester or
10 destroy the Privileged Material and any copies in its possession, custody
11 or control, and take reasonable steps to retrieve the information if the
12 party disclosed it before being notified. Each Receiving Party shall
13 make no further use of the Privileged Material other than potentially to
14 challenge the assertions of privilege under Fed. R. Civ. P. 26(b)(5)(B).
- 15 2. The Receiving Party must notify the party that asserted the privilege
16 claim in writing within fifteen (15) calendar days of receiving written
17 notice pursuant to Paragraph 6(a) whether it objects to the designation
18 of the material as privileged or protected, or the Privileged Material in
19 question shall be deemed privileged or protected. Within seven (7)
20 calendar days of the receipt of an objection, the Receiving Party and the
21 party making the privilege claim must meet and confer in an effort to
22 resolve any disagreement regarding the designation of the material as
23 privileged or protected. If the parties cannot resolve their disagreement,
24 the Receiving Party may promptly present the Privileged Material to the
25 Court under seal for a determination of the claim of privilege or
26 protection. While any application of this kind is pending, the Privileged

1 Material subject to that application must be treated by the Receiving
2 Party as privileged or protected until the Court rules. If the Court
3 determines that such material is privileged or protected, the Receiving
4 Party must immediately return or take commercially reasonable efforts
5 to destroy the inadvertently disclosed Privileged Material and all copies
6 of it. The party asserting the privilege or protection claim has the burden
7 of showing that the Discovery Material at issue is privileged or
8 protected. Nothing in this Protective Order prevents any party from
9 objecting to the designation of any Discovery Material as privileged or
10 protected, or from seeking further protection for any material it
11 produces in discovery.

12 b. If the Receiving Party learns that, by inadvertence or otherwise, it has
13 disclosed Protected Material to any person or in any circumstance not authorized under this
14 Protective Order, the Receiving Party must immediately (a) notify in writing the Producing Party
15 and the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
16 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
17 unauthorized disclosures were made of all the terms of this Protective Order, and (d) request that
18 such person or persons executed the “Acknowledgement and Agreement to Be Bound” that is
19 attached hereto as Exhibit A.

20 7. NON TERMINATION AND RETURN OF DOCUMENTS

21 a. This Protective Order will, absent written permission of the Producing Party
22 or the Designating Party (whichever had designated the Discovery Material at issue as Confidential
23 Discovery Material or Highly Confidential Discovery Material) with respect to any Protected
24 Material or further order of the Court continue to be binding throughout and after the conclusion
25 of the Litigation, including without limitation any appeals, subject to the rules of any appellate
26 court that may override this Protective Order in any or all respects. Unless otherwise ordered by

1 the Court or agreed in writing by a Producing Party or a Designating Party (whichever had
2 designated the Discovery Material at issue as Confidential Discovery Material or Highly
3 Confidential Discovery Material), within one hundred eighty (180) calendar days after the final
4 termination of the Litigation by settlement or exhaustion of all appeals, all Protected Material
5 produced or designated and all reproductions thereof, shall be returned to the Producing Party or
6 shall be destroyed, at the option of the Producing Party, which option shall be communicated in
7 writing to the Receiving Party and to the Designating Party promptly. In the event that the
8 Producing Party opts for destruction of the Protected Material, the Receiving Party shall certify,
9 in writing, within one hundred (180) days of the final termination of the Litigation that it has
10 undertaken its best efforts to destroy such Protected Material, and that such Protected Material has
11 been destroyed to the best of its knowledge. These best efforts need not include destroying
12 Protected Material residing on back-up tapes or other disaster recovery systems. Notwithstanding
13 the foregoing, each party may retain any privileged documents or work product containing or
14 referring to Protected Material, one complete set of Court filings, records of Court proceedings,
15 correspondence among counsel, deposition transcripts, and exhibits marked at depositions.

16 b. This Protective Order may be changed only by further agreement of all
17 parties in writing and/or by order of the Court, and is without prejudice to the rights of any party
18 to seek modification of this Protective Order by application to the Court on notice to the other
19 parties to this stipulated Protective Order.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
21 OTHER LITIGATION

22 a. If any Receiving Party receives a subpoena or other legal process
23 commanding the production of Discovery Material (the "Demand"), and the Demand seeks
24 Discovery Material that was designated as "Confidential" or "Highly Confidential" by someone
25 other than the Receiving Party, the Receiving Party must (i) give written notice by hand or e-mail
26 (which e-mail will be considered delivered when sent) promptly, within five (5) business days

1 after receipt of the Demand, to the relevant Producing Party or to the Designating Party who
2 designated the material “Confidential” or “Highly Confidential” and (ii) shall not produce any
3 Protected Material, unless court-ordered or otherwise required by law, in response to the Demand
4 until the passage of ten (10) business days after notice to the Producing Party or to the Designating
5 Party (whichever had designated the Discovery Material at issue as Confidential Discovery
6 Material or Highly Confidential Discovery Material). The burden of opposing the enforcement of
7 the Demand will fall solely upon the party who designated the Discovery Material as
8 “Confidential” or “Highly Confidential.” If, within ten (10) business days of receiving such notice,
9 the Producing Party or the Designating Party (whichever had designated the Discovery Material
10 at issue as Confidential Discovery Material or Highly Confidential Discovery Material) gives
11 notice to the Receiving Party that the Producing Party or the Designating Party (whichever had
12 designated the Discovery Material at issue as Confidential Discovery Material or Highly
13 Confidential Discovery Material) opposes production of its Protected Material, the Receiving
14 Party shall object to the Demand, citing this Protective Order, and not thereafter produce such
15 Protected Material, except as required by law. The Producing Party or the Designating Party
16 (whichever had designated the Discovery Material at issue as Confidential Discovery Material or
17 Highly Confidential Discovery Material) shall be solely responsible for pursuing any objection to
18 the requested production. Nothing in this Protective Order requires the Receiving Party or anyone
19 else covered by this Protective Order to challenge or appeal any order directing production of
20 Protected Material covered by this Protective Order, or to subject himself, herself, or itself to any
21 penalties for noncompliance with any legal process or order, or to seek any relief from any court.
22 In the event that Protected Material is produced to a non-party to this Protective Order in response
23 to a Demand, such Discovery Material shall continue to be treated in accordance with the
24 designation as Confidential Discovery Material or Highly Confidential Discovery Material by the
25 parties to this Protective Order.

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9. SIGNING IN COUNTERPART

a. This Protective Order may be signed by fax or PDF signature and may be signed in one or more counterparts, each of which will be deemed to constitute an original, but all of which together constitute one agreement.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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1 Dated: September 24, 2020

2 /s/ Duncan C. Turner

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1 **PURSUANT TO STIPULATION, IT IS SO ORDERED:**

2 **IT IS FURTHER ORDERED** that pursuant to Fed. R. Evid. 502(d), the production of
3 any documents in this proceeding shall not, for the purposes of this proceeding or any other federal
4 or state proceeding, constitute a waiver by the producing party or the designating party of any
5 privilege applicable to those documents, including the attorney-client privilege, attorney work-
6 product protection, or any other privilege or protection recognized by law.

7 DATED this 2nd day of November 2020.

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11 John C. Coughenour
12 UNITED STATES DISTRICT JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Western District of Washington on [D A T E] in
the case of *In re Zillow Group, Inc. Shareholder Derivative Litigation*, No. 2:17-cv-01568-JCC ,
I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____